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**FILED**  
Superior Court of California  
County of Los Angeles

**AUG 13 2018**

Attorneys for Defendant EPIC SYSTEMS CORPORATION

Sherril K. Carter, Executive Officer/Clerk

By Anthony He, Deputy  
Anthony He

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

FABIAN RONISKY,

Plaintiff,

vs.

PROVIDENCE SAINT JOHN'S HEALTH  
CENTER, a corporation; STANTON GERALD  
AXLINE, an individual; MORRIS TOBIAS  
GRABIE, an individual; DANIEL FRANC, an  
individual; SANJEEV K. SETH, an individual;  
and DOES 1-50, inclusive,

Defendants.

CASE NO.: BC599928

~~CONDITIONALLY UNDER SEAL~~

**APPLICATION FOR DETERMINATION  
OF GOOD FAITH SETTLEMENT  
PURSUANT TO CODE OF CIVIL  
PROCEDURE, SECTION 877.6(A)2);  
DECLARATION OF JENNIFER A.  
COONEY IN SUPPORT THEREOF**

**Date: 11/26/18**

**Time: 8:30 a.m.**

**Dept.: 48**

ASSIGNED FOR ALL PURPOSES TO:  
JUDGE: ELIZABETH ALLEN WHITE  
DEPARTMENT: 48

Complaint Filed: 11/03/2015

First Amended: 02/22/2017

Trial Date: 09/10/2018

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD HEREIN:

PLEASE TAKE NOTICE that defendant, EPIC SYSTEMS CORPORATION, hereby  
applies to this Court in accordance with the provisions of Code of Civil Procedure section  
877.6(a)(2) for a determination that the settlement with plaintiff, FABIAN RONISKY, as  
described below was entered into in good faith.

///

1 The basis and terms of the settlement is that plaintiff has agreed to a dismissal with  
2 prejudice and to a full release of defendant, EPIC SYSTEMS CORPORATION, in the action  
3 entitled Ronisky v. Providence Health System, et al., Case No. BC599928, in exchange for One  
4 Million Dollars (\$1,000,000.00), which represents a full and complete settlement of plaintiff's  
5 claims and all future claims. The terms of the settlement, as set forth above, are a fair and  
6 reasonable consideration for the compromise, release, and waiver of claims stated therein.

7 This Application is based on the attached Memorandum of Points and Authorities and the  
8 facts stated in the attached Declaration of Jennifer A. Cooney, which is incorporated herein by  
9 this reference.

10 DATED: June 21, 2018

CARROLL, KELLY, TROTTER, FRANZEN,  
McBRIDE & PEABODY

11  
12  
13 By: 

RICHARD D. CARROLL  
JENNIFER A. COONEY  
Attorneys for Defendant  
EPIC SYSTEMS CORPORATION

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 This is a medical malpractice action repackaged with a products liability theory. Plaintiff  
4 Fabian Ronisky added EPIC SYSTEMS CORPORATION as a defendant to this action,  
5 otherwise asserting claims of medical malpractice against physicians and a hospital, alleging:  
6 "Defendant medical doctors negligently failed to diagnose and/or treat Plaintiff for encephalitis.  
7 In addition, the defective electronic health record system and products made by Defendants Epic  
8 Systems Corporation and Sunquest Information Systems, Inc., failed to process a critical test for  
9 plaintiff, resulting in a significant delay."

10 Defendant EPIC SYSTEMS CORPORATION has agreed to pay plaintiff One Million  
11 Dollars (\$1,000,000.00) in consideration for its dismissal from the action with prejudice, and a  
12 full release from plaintiff. Further, because the settlement is not disproportionately low, the court  
13 need not consider whether Defendant has other assets.

14 Defendant EPIC SYSTEMS CORPORATION moves this Court for an Order  
15 determining that the settlement between plaintiff and the moving party as outlined more fully  
16 below meets the standard of good faith as set forth in Code of Civil Procedure sections 877 and  
17 877.6, and the California Supreme Court in Tech-Bilt, Inc. v. Woodward-Clyde & Associates  
18 (1985) 38 Cal.3d 488.

19 **II. FACTS OF THE CASE**

20 Plaintiff Fabian Ronisky initially sued, and settled with health care providers: Stanton  
21 Axline, M.D., Morris Grabie, M.D., and hospital Providence St. John's Health Center, on the  
22 basis that the providers failed to comply with the standard of care for treating his viral  
23 meningitis, caused by herpes simplex virus. In short, plaintiff went to the emergency room at  
24 Providence St. John's Health Center in Malibu on March 2, 2015, complaining of headaches,  
25 fever, and other symptoms. Plaintiff claims that he subsequently suffered brain damage when  
26 the hospital and its doctors failed to timely administer Acyclovir, a drug that plaintiff says would  
27 have avoided further injury. Plaintiff also claims that a flaw in the Epic medical records  
28

1 software system at St. John's caused a delay in a lab test order being completed, which he says  
2 caused his injuries.

3 **III. TERMS OF THE SETTLEMENT**

4 Defendant EPIC SYSTEMS CORPORATION hereby requests that this court, in  
5 accordance with the provisions of California Code of Civil Procedure section 877.6, enter an  
6 Order determining that the settlement described herein was entered into in good faith.

7 **(1) SETTling PARTIES:**

8 The parties to this settlement are plaintiff, FABIAN RONISKY, and defendant EPIC  
9 SYSTEMS CORPORATION.

10 **(2) TERMS:**

11 The settling defendant EPIC SYSTEMS CORPORATION has agreed to pay plaintiff  
12 \$1,000,000.00 in consideration for its dismissal from the action with prejudice, and a full release  
13 from plaintiff.

14 **(3) AMOUNT:**

15 In consideration of the dismissal, with prejudice of defendant EPIC SYSTEMS  
16 CORPORATION, has agreed to pay plaintiff the sum of \$1,000,000.00.

17 **IV. THE COURT HAS AUTHORITY TO MAKE A DETERMINATION OF GOOD**  
18 **FAITH SETTLEMENT**

19 California Code of Civil Procedure section 877.6 authorizes the court to enter a  
20 determination that the settling parties have entered into settlement in good faith. That provision  
21 provides in pertinent part as follows:

- 22 (a)(1) Any party to an action in which it is alleged that  
23 two or more parties are joint tortfeasors or co-obligors  
24 on a contract debt shall be entitled to a hearing on the  
25 issue of the good faith of a settlement entered into by  
26 the plaintiff or other claimant and one or more alleged  
27 tortfeasors or co-obligors, upon giving notice in the  
28 manner provided in subdivision (b) of Section 1005...
- (b) The issue of the good faith of a settlement may be  
determined by the court on the basis of affidavits  
served with the notice of hearing, and any counter  
affidavits filed in response, or the court may, in its  
discretion, receive other evidence at the hearing.

1 (c) A determination by the court that the  
2 settlement was made in good faith shall bar any other  
3 joint tortfeasor or co-obligor for equitable comparative  
4 contribution, or partial or comparative indemnity, based  
5 on comparative negligence or comparative fault.

6 As demonstrated more fully below, the settlement between plaintiff and defendant is in  
7 good faith, therefore entitling the defendant to the protections afforded by California Code of  
8 Civil Procedure section 877.6 as set forth above.

9 **V. THE COURT SHOULD ENTER A FINDING THAT THE SETTLEMENT WAS**  
10 **MADE IN GOOD FAITH**

11 "Good faith" depends upon what the settling parties knew about liability at the time of  
12 the settlement, not evidence that might be acquired later. (*Tech-Bilt, Inc. vs. Woodward-Clyde &*  
13 *Associates* (1985) 38 Cal.3d 488, 499.) In *Tech-Bilt, Inc. v. Woodward-Clyde & Associates*, the  
14 California Supreme Court extensively and authoritatively discussed the factors to be considered  
15 in determining whether a settlement is made in good faith. The *Tech-Bilt* court concluded that,  
16 in assessing the "good faith" of a settlement, the ultimate determinate of good faith is whether  
17 the settlement is grossly disproportionate to what a reasonable person at the time of the  
18 settlement would estimate the settlor's liability to be. (*Id.* at 499-500). Accordingly, the party  
19 opposing the good faith of the settlement has the burden of establishing that "the settlement is so  
20 far 'out of the ball park' ... to be inconsistent with the equitable objectives of the statute." (*Ibid.*)

21 In articulating this standard, the court specifically acknowledged that this "reasonable  
22 range" test leaves "substantial latitude to the parties and to the discretion of the trial court in  
23 determining the issue, in consonance with the generalized valuation criteria of the personal injury  
24 bar, insurance claims departments, pretrial settlement courts and the judge's personal experience  
25 and of experts in the field." (*Id.* at 500). In that regard, the court understood "that a settlor  
26 should pay less in settlement than he would if he were found liable after trial." (*Id.* at 499; see  
27 also *Abbott Ford, Inc. v. Superior Court* (1987) 43 Cal.3d 858, 881-882).

28 In *Tech-Bilt*, the Supreme Court held that:

1 "The intent and policies underlying section 877.6  
2 require that a number of factors be taken into account  
3 including a rough approximation of plaintiff's total  
4 recovery and the settlor's proportionate liability, the  
5 amount paid in settlement, the allocation of settlement  
6 proceeds among plaintiffs, and a recognition that a  
7 settlor should pay less in settlement than he would if he  
8 were found liable in a trial. Other relevant  
9 considerations include the financial conditions and  
10 insurance policy limits of settling defendants, as well as  
11 the existence of collusion, fraud or tortious conduct  
12 aimed to injure the interests of non-settling defendants.  
13 (Citations omitted) Finally, practical considerations  
14 obviously require that the evaluation be made on the  
15 basis of information available at the time of settlement.  
16 (*Tech-Bilt, Inc. vs. Woodward-Clyde & Associates*,  
17 *supra*, 38 Cal.3d at 499-500)."

18 The court in *Tech-Bilt* specifically acknowledged that there can be a finding of good faith  
19 even where the sums paid in settlement are grossly disproportionate to the sums prayed for in the  
20 complaint, or where the potential liability of the defendant is small when compared with an  
21 evaluation of the plaintiff's total recovery potential. (*Tech-Bilt, Inc. v. Woodward-Clyde &*  
22 *Associates, supra*, 48 Cal.3d at 501).

23 As will be discussed in more detail below, the settlement agreement between plaintiff  
24 FABIAN RONISKY and defendant, EPIC SYSTEMS CORPORATION, meets the prima facie  
25 requirements of a good faith settlement as set forth in *Tech-Bilt, Inc. v. Woodward-Clyde &*  
26 *Associates, supra*, and its progeny.

27 **A. The Settlement Was Reached in Good Faith Based on the Information Available to**  
28 **the Parties at the Time of the Settlement**

29 In the present case, an analysis of plaintiff's theories of liability and defendant's defense  
30 shows that the settlement between plaintiff and defendant was made in good faith. Considering  
31 the terms of the settlement, the fact that a settling defendant should pay less than its potential  
32 share of liability, and the fact the other defendants face significant liability, it is respectfully  
33 submitted that the amount paid by EPIC SYSTEMS CORPORATION, is within the ballpark and  
34 the present settlement deserves the approval of this court.

1 **B. A Rough Approximation Of Plaintiff's Total Recovery**

2 The first central damage category in this matter is general damages. Pursuant to MICRA,  
3 plaintiff's general damages are capped at \$250,000.00 for the medical negligence claim.

4 Regarding special damages, the defense has valued plaintiff's future loss of earnings in  
5 the range of \$5 million to \$7 million. Plaintiff values his loss of earnings at \$15 million.

6 Importantly, "the plaintiff's claim for damages are not determinative in finding good  
7 faith...rather, the court is called upon to make a '**rough approximation**' of what the plaintiff  
8 would **actually recover**. (Emphasis Added.) West v. Superior Court (1994) 27 Cal.App.4th  
9 1625, 1636. As stated by the court in Horton v. Superior Court (1987) 194 Cal.App.3d 727, 735,  
10 "in determining a settling defendant's equitable share of liability, the judge does not look to the  
11 plaintiff's claim for damages; **rather the judge tries to determine a rough approximation of**  
12 **what the plaintiff would actually recover if the case should go to trial.**" (Emphasis Added.)  
13 Id.

14 Here, defendant's settlement is proportionate to the potential recovery that plaintiff may  
15 have at trial, and should not be measured against an exaggerated plaintiff's expert's economic  
16 analysis. Thus, taking into account the significant potential liability that the co-defendants face,  
17 as discussed below, only one conclusion can be reached. EPIC SYSTEMS CORPORATION's  
18 settlement is in good faith.

19 **C. The Settlement Reflects A Reasonable Estimate of Defendant's Share of Liability**

20 Applying the *Tech-Bilt* factors, the evidence demonstrates that defendants' settlement of  
21 this matter is not "grossly disproportionate to what a reasonable person" would estimate  
22 defendant's potential liability to be in this case. The settlement amount between plaintiff and  
23 defendant was reached based on economic and business considerations and evaluation of  
24 defendant's share of liability. Therefore, the settlement of \$1 million is more than a sufficient  
25 representation defendant's potential exposure in this case.

26 After EPIC SYSTEMS CORPORATION settles out of this matter, there still remain two  
27 other defendants who have potential liability, and two co defendant physicians that have also  
28 settled with plaintiff for their policy limits and the hospital's prior settlement as well.

1 **VI. OTHER TECH-BILT FACTORS THAT SUPPORT A FINDING OF GOOD**  
2 **FAITH SETTLEMENT**

3 **A. The Allocation of Settlement Proceeds Among Plaintiff**

4 The settlement is \$1,000,000.00 to release all claims. Here, because the allocation of  
5 defendant EPIC SYSTEMS CORPORATION's settlement is going to plaintiff, this element is  
6 irrelevant.

7 **B. The Financial Condition and Insurance Policy Limits of Settling Defendant**  
8 **and Non Settling Defendants**

9 Considering Defendant is paying more than or equal to its potential liability at trial,  
10 whether it has any resources to pay more is irrelevant. In *L.C. Rudd & Son v. Superior Court*  
11 (1997) 52 Cal. App. 4th 742, the Court of Appeal agreed that the financial condition of the  
12 settling party is irrelevant "because the settlement was not 'disproportionately low.'" (Id. at 749).  
13 Following *Tech-Bilt*, supra, other relevant considerations include the insurance policy limits of  
14 settling defendants. *Tech-Bilt*, supra, 38 Cal.3d 488, 499.

15 Co defendant Dr. Axline also settled with plaintiff for approximately \$2 million, and co  
16 defendant Dr. Grabie settled with plaintiff for approximately \$1 million. The co defendant  
17 hospital settled with plaintiff for \$4.5 million. Additionally, the remaining co-defendant  
18 physicians also have liability coverage. Sanjeev K. Seth, M.D. is insured for \$1 million dollars,  
19 and Daniel Franc, M.D. is also insured for \$1 million dollars.

20 Therefore, there is more than sufficient coverage assuming the maximum present cash  
21 value of plaintiff's damages, especially in light of the totality of the settlements with plaintiff.

22 **C. The Settlement Was Reached After Arms-Length Negotiations By The Settling**  
23 **Parties**

24 The settlement agreement was made with honest and lawful intent and does not contain  
25 any terms, conditions or promises, either intended or implied. There was no collusion, fraud, or  
26 tortuous conduct aimed to injure the interests of the remaining defendant. There was no  
27 agreement that Defendant EPIC SYSTEMS CORPORATION would offer to testify either for or  
28 against plaintiff, FABIAN RONISKY. There was also no agreement made for plaintiff to litigate



1 this matter against the remaining defendant for any more or less than any threshold figure.

2 **VII. PUBLIC POLICY FAVORS SETTLEMENTS**

3 "It hardly seems necessary to point out that there is an overriding public interest in  
4 settling and quieting litigation." (*Van Bronkhorst v. Safeco Corp.* (9th Cir. 1976) 529 F.2d 943,  
5 950.) Settlement with Defendants assures plaintiff \$7,500,000 in recovery without facing the  
6 risk of a defense verdict at trial. Non-settling defendants get the benefit of an offset. (Code of  
7 Civil Procedure section 877.)

8 In *City of Orange v. San Diego County Employees Ret. Ass'n* (2002) 103 Cal.App.4th 45,  
9 the Court of Appeal voiced a similar sentiment recognizing the "well-established public policy in  
10 this state that settlements of litigation are favored and should be encouraged." (Id. at 55.)  
11 Going on, the Court explained the important interests promoted by the policy:

12 "[S]ettlement agreements 'are highly favored as  
13 productive of peace and good will in the community,'  
14 as well as 'reducing the expense and persistency of  
15 litigation.' [Citation.] The need for settlements is  
16 greater than ever before. 'Without them our system of  
17 civil adjudication would quickly break down.'  
[Citation.]" (*Neary v. Regents of University of  
California* (1992) 3 Cal.4th 273, 277, superseded by  
statute on other grounds as stated in *In re Rashad H.*  
(2000) 78 Cal.App.4th 376, 379.) (Ibid.; unofficial  
citations omitted.)

18 In addition to the above, the *Neary* Court stated: "Requiring parties to continue to litigate  
19 a matter over which there is no longer a real dispute 'is wasteful of the resources of the  
20 judiciary.'" (*Neary, supra*, 3 Cal.4th at 277.) The *Neary* Court went on to acknowledge that  
21 settlement conserves judicial resources, relieves parties of the emotional and financial burdens  
22 and risks of further litigation, and permits parties to reconcile. (Id. at 278.)

23 The seminal opinion of *Tech-Bilt, Inc. v. Woodward-Clyde & Assoc.* (1985) 38 Cal.3d  
24 488 provides a comprehensive overview of the history of the California statutes governing  
25 settlements, including Code of Civil Procedure sections 877 and 877.6,1 as well as the legislative  
26 policy and intent of promoting settlement.

27 The *Tech-Bilt* Court stated: "The major goals of the 1957 tort contribution legislation  
28 are, first, equitable sharing of costs among the parties at fault, and second, encouragement of

1 settlements.” (Id. at 494; quoting *River Garden Farms, Inc. v. Superior Court* (1972) 26  
2 Cal.App.3d 986, 993.)

3 Section 877, included as part of the tort contribution legislation, specifically addresses the  
4 effect of the release or settlement of one of several joint tortfeasors. Section 877 states in  
5 pertinent part:

6 Where a release, dismissal with or without prejudice, or  
7 a covenant not to sue or not to enforce judgment is  
8 given in good faith before verdict or judgment to one or  
9 more of a number of tortfeasors claimed to be liable for  
10 the same tort, or to one or more other co-obligors  
11 mutually subject to contribution rights, it shall have the  
12 following effect:

13 (a) It shall not discharge any other such party from  
14 liability unless its terms so provide, but it shall reduce  
15 the claims against the others in the amount stipulated by  
16 the release, the dismissal or the covenant, or in the  
17 amount of the consideration paid for it whichever is the  
18 greater.

19 (b) It shall discharge the party to whom it is given from  
20 all liability for any contribution to any other parties.

21 Shortly after the enactment of section 877, the California Supreme Court decided the case  
22 of *American Motorcycle Assn. v. Superior Court* (1978) 20 Cal.3d 578. There, the Court held  
23 that section 877 should apply to discharge a settling tortfeasor from claims for partial or  
24 comparative indemnity. (Id. at 604.) Two years later, in 1980, the Legislature responded to  
25 American Motorcycle by enacting section 877.6, which provides that settlement bars claims for  
26 partial or comparative indemnity, as well as for contribution. (Civ. Proc. Code § 877.6(c).) This  
27 statute also provides guidance relative to the court’s determination of good faith of a settlement in  
28 subdivisions (b) and (d).

29 (b) The issue of the good faith of a settlement may be  
30 determined by the court on the basis of affidavits served  
31 with the notice of hearing, and any counter affidavits  
32 filed in response, or the court may, in its discretion,  
33 receive other evidence at the hearing.

34 (c) A determination by the court that the settlement was  
35 made in good faith shall bar any other joint tortfeasor or  
36 co-obligor from any further claims against the settling  
37 tortfeasor or co-obligor for equitable comparative  
38 contribution, or partial or comparative indemnity, based  
39 on comparative negligence or comparative fault.

40 (d) The party asserting the lack of good faith shall have  
41 the burden of proof on that issue.

1 EPIC SYSTEMS CORPORATION's settlement is presumptively in good faith and in  
2 accordance with the public policy in favor of settlements.

3 **VIII. CONCLUSION**

4 The present settlement has been made in good faith and meets the requirements set forth  
5 in *Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985) 38 Cal.3d 488. Accordingly, EPIC  
6 SYSTEMS CORPORATION respectfully requests that the Court grant this Application for  
7 Determination of Good Faith Settlement pursuant to California Code of Civil Procedure section  
8 877.6.

9 DATED: June 21, 2018

CARROLL, KELLY, TROTTER, FRANZEN,  
McBRIDE & PEABODY

11  
12 By: 

RICHARD D. CARROLL  
JENNIFER A. COONEY  
Attorneys for Defendant  
EPIC SYSTEMS CORPORATION



1           6.       The evidence demonstrates that defendant's agreement to pay plaintiff \$1 million  
2 for full and complete settlement of this matter as to Defendant EPIC SYSTEMS  
3 CORPORATION, is not "grossly disproportionate to what a reasonable person" would estimate  
4 defendant's potential liability to be in this case. The settlement amount between plaintiff and  
5 defendant, was reached based on economic and business considerations, and evaluation of  
6 defendant's share of liability.

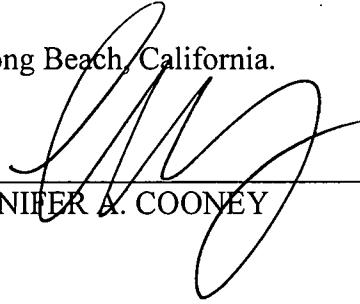
7           7.       After defendant EPIC SYSTEMS CORPORATION settles out of this matter,  
8 there still remains two other defendants who have potential liability. Sanjeev K. Seth, M.D. is  
9 insured for \$1 million dollars. Daniel Franc, M.D. is also insured for \$1 million dollars and there  
10 is more than enough insurance coverage for this case. Further, co defendant Dr. Axline settled  
11 his share of the case with plaintiff for \$2 million and co defendant Dr. Grabie settled his share of  
12 the case for \$1 million. The co defendant hospital settled with plaintiff for \$4.5 million.

13           8.       The settlement agreement was made with honest and lawful intent and does not  
14 contain any terms, conditions or promises, either intended or implied. There was no collusion,  
15 fraud, or tortuous conduct aimed to injure the interests of the remaining defendants. There are no  
16 terms other than those as set forth in the Application, Memorandum of Points and Authorities,  
17 Notice of settlement and this declaration.

18           9.       Based on the foregoing, I believe that the terms of the settlement are a fair and  
19 reasonable consideration for the compromise, release and dismissal as agreed to by the parties.

20           I declare under penalty of perjury under the laws of the State of California that the  
21 foregoing is true and correct.

22           Executed on June 21, 2018, in Long Beach, California.

23  
24             
25           \_\_\_\_\_  
26           JENNIFER A. COONEY  
27  
28

1  
2 **PROOF OF SERVICE**

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18  
5 and not a party to the within action. My business address is Post Office Box 22636, Long Beach,  
6 CA 90801-5636. On June 22, 2018, I served a true and correct copy of the following document  
7 APPLICATION FOR DETERMINATION OF GOOD FAITH SETTLEMENT PURSUANT TO  
8 CODE OF CIVIL PROCEDURE, SECTION 877.6(A)2); DECLARATION OF JENNIFER A.  
9 COONEY IN SUPPORT THEREOF on the list of interested parties attached hereto:

10 ☒ **By United States Certified Mail, Return Receipt Requested (CCP §§1013a, et seq.):** I  
11 enclosed said document(s) in a sealed envelope or package to each addressee. I placed  
12 the envelope for collection and mailing, following our ordinary business practices. I am  
13 readily familiar with the firm's practice for collecting and processing correspondence for  
14 mailing. On the same day that correspondence is placed for collection and mailing, it is  
15 deposited in the ordinary course of business with the United States Postal Service, with  
16 postage fully prepaid.

17 ☐ **By Overnight Delivery/Express Mail (CCP §§1013(c)(d), et seq.):** I enclosed said  
18 document(s) in a sealed envelope or package provided by an overnight delivery carrier to  
19 each addressee. I placed the envelope or package, delivery fees paid for, for collection  
20 and overnight delivery at an office or at a regularly utilized drop box maintained by the  
21 express service carrier at 111 West Ocean Boulevard, Long Beach, California.

22 ☐ **By Fax Transmission (CRC 2.306):** Based on a written agreement of the parties to  
23 accept service by fax transmission, I faxed said document(s) to each addressee's fax  
24 number. The facsimile machine that I utilized, (562) 432-8785, complied with California  
25 Rules of Court, Rule 2.301(3), and no error was reported by the machine. Pursuant to  
26 Rule 2.306(h)(4), I caused the machine to print a record of the transmission, a copy of  
27 which is attached to the original of this proof of service.

28 ☐ **By Electronic Transmission:** Via e-mail to the address shown above..

I declare under the penalty of perjury under the laws of the State of California and of the  
United States that the foregoing is true and correct.

Executed on June 22, 2018, at Long Beach, California.

23  
24   
25 DAWN REINKE

1 Proof of Service  
2 *Ronisky v. Providence, etc., et al.*, Case No. BC599928

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105-1385-20

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18 **Attorneys for Defendant Sanjeev K. Seth, M.D.**

105-1385-20

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27 **Attorneys for Defendant Daniel Franc, M.D.**

105-1385-20